

Land Bank

June 05, 2018

City Commission Room, 701 N. Jefferson, Junction City KS 66441

**Pat Landes
Phyllis Fitzgerald
Tim Brown
Jeff Underhill
Nicholas Allbritton**

1. 6:15 P.M. - CALL TO ORDER:

2. NEW BUSINESS:

- [a.](#) Consideration of Land Bank Minutes for March 6, 2018 Meeting. (p.2)
- [b.](#) Consideration to award the Land Bank Listing Agent Bid. (p.4)
- [c.](#) Consider the offer from Beate L. & Darren A. Stephens to purchase Lot 31, Block 1, of Sutter Highlands Subdivision in the amount of \$3,000 with all special assessments waived. (p.28)

3. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Land Bank Minutes for March 6, 2018 Meeting.

JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES

March 6, 2018

6:00 p.m.

CALL TO ORDER

A meeting of the Junction City Land Bank Board of Trustees was held on Tuesday, March 6, 2018 with Chairman Pat Landes presiding.

The following members of the Land Bank were present: Pat Landes, Phyllis Fitzgerald, Tim Brown, Jeff Underhill and Nicholas Allbritton. Staff present was: Allen Dinkel and Tammy Melton.

NEW BUSINESS

Land Bank Minutes for February 20, 2018 Meeting was presented for consideration. Trustee Fitzgerald moved to approve Land Bank Minutes for February 20, 2018 Meeting, seconded by Trustee Allbritton. Ayes: Landes, Fitzgerald, Brown, Underhill and Allbritton. Nays: None. Motion Carried.

There was discussion regarding how to market Land Bank Properties. It was discussed to take the lots out of the Neighborhood Revitalization Plan (NRP), eliminate all special assessments, sell all lots at \$5,000 per lot and existing homeowners may purchase lots adjacent to them (without having to build a home) but not behind them. Olivia Farms would be excluded from these terms.

ADJOURNMENT

Trustee Fitzgerald moved, seconded by Trustee Allbritton to adjourn at 6:48 p.m. Ayes: Landes, Fitzgerald, Brown, Underhill and Allbritton. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 5TH DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY LAND BANK BOARD OF TRUSTEES MINUTES FOR MARCH 6, 2018.

Shawna Settles, Secretary

Pat Landes, Chairman

Backup material for agenda item:

- b. Consideration to award the Land Bank Listing Agent Bid.

City of Junction City

Land Bank

Agenda Memo

05/30/2018

From: Allen J. Dinkel, City Manager

To: Land Bank Trustees

Subject: Marketing of Land Bank Lots

Objective: Three proposals have been received from local realtors for the marketing of Land Bank lots. These proposals need to be reviewed by the Land Bank Board. I think the following has already been decided.

1. Remove all Land Bank properties from the Neighborhood Revitalization Plan.
2. Eliminate the special assessments on all Land Bank properties.
3. The purchase price of each lot is \$5,000. However does this include the marketing fee paid to the realtor or should this be added to the amount?
4. Existing homeowners along Land Bank lots may purchase the lot adjacent to them (not behind their home) for \$5000 and will not pay special assessments on the newly purchased lot. The existing homeowner does not have to build another home.

Some other details that may be need to considered are:

1. If a person who now owns a house and buys a neighboring Land Bank lot(s) we will require to the lots joined into one lot?
2. If a person buys multiple lots, will they need to be joined into one lot as well?
3. Since this has already been requested, can a person buy a portion of a Land Bank lot? I have now had a second request for that.

I have been having discussions with a group of potential investors/builders regarding Olivia Farms. I would recommend keeping that subdivision off of the list to sell at this time.

This group is working through a number of details that are unique to this property.

Enclosures: Announcement for Proposals; Proposals received.

ATTENTION ALL JUNCTION CITY REAL ESTATE COMPANIES!

The City of Junction City Land Bank is accepting proposals from local real estate companies to serve as a listing agent for vacant residential lots held by the Land Bank.

The only requirement for a company planning to submit a proposal is as follows:

- The real estate company must have an office within the city limits of Junction City.

The City of Junction city is prepared to sign a listing agreement through 2019 with the chosen real estate firm. The City will also have the option to renew the listing agreement for an additional two years, through 2021, if so desired by City and real estate firm.

The Land Bank is considering selling the Land Bank lots in a price range between \$5,500-\$6,500 per lot. There will be **no special assessments** for the lots that are presently in the Land Bank.

The listing company will be responsible for:

- Marketing and advertising of properties owned by the Land Bank
- Advising the Land Bank Board of Trustees on various methods and strategies to successfully market the lots.
- Presenting any and all offers for the purchase of lots to the Secretary of the Land Bank (City Clerk)
- Contract preparation
- Facilitating the details of each contract to the closing date
- Acting as the day to day contact person for the marketing and sale of the Land Bank lots
- Provide the Land Bank Board with written monthly reports/updates

The Land Bank Board will make all final decisions regarding the acceptable terms of each contract. Due to Kansas State Statue regarding the sale of Land Bank property, all offers are to be approved by the Land Bank Board of Trustees (City Commission), and a public notice must be published for at least 30 days prior to closing. The City will pay for this publication cost.

Please send your proposal by 5:00 P.M., Friday May 18, 2018

Addressed to the **ATTENTION** of:

Shawna Settles

Land Bank Secretary

City of Junction City

PO Box 287

Junction City, KS 66441

Or by E-mail to:

shawna.settles@jcks.com

Your proposal must include fee per lot sold and information about your firm and the capabilities to serve the City Land Bank in the Capacity as Listing Agent.

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City of Junction City

City Clerk's Office
May 18, 2018



~~Parks & Recreation~~ Land Bank

Closing Time: 5:00pm

RFP-Land Bank Listing Agent

No.	Direct Solicited	Bidder	Local Vendor	Bid Bond	Performance Bond	Addendum	Signed Bid	Bid Amount	Bid Rank
1.		Matthis Lueker						\$1,500 per lot	
2.		RE/Max Signature Properties						\$1,000 per lot	
3.		Coldwell Banker						\$1,000 per lot	
4.									
5.									
6.									
7.									
8.									
9.									
10.									

Mathis Lueter

Received at 11:00am
5/18/18 GVR



PROPOSAL

to

**THE CITY of JUNCTION CITY
FOR LISTING LAND BANK LOTS**

MATHIS LUEKER REAL ESTATE

May 17, 2018

MATHIS LUEKER REAL ESTATE

YOUR LAND BANK LOTS LISTING AGENCY

Mathis Lueker Real Estate was established in December 2005 by Beth Mathis and Trish & Jeff Lueker, following long time careers with other area real estate companies. Beth is now a trusted consultant for us. All of our current brokers and four of our longtime agents were personally trained by Beth and nationally respected commercial broker and Junction City champion Russell M. Johnson (deceased). Our current staff of REALTORS® take great pride in having over 122 years of combined experience in service to this community. Professionalism, ethics, and customer service are of the utmost importance to each of us.

- **Trish Lueker Owner/Broker Full time Licensed REALTOR®/Broker**
 - Experience in land and lot sales
 - Experience in Commercial and Residential Real Estate including new construction
 - Brokered the sale of Coors Warehouse/ Interstate Glass on North Jackson St.
 - Brokered sale of Sutter Woods Development
 - Brokered the sale of AA Self Storage
 - Brokered the land lease and sale of Milford Lake Marina (formerly Rush Creek Marina)
- **Jeff Lueker Owner/Broker Full time Licensed REALTOR®/Broker**
 - Experience in land and lot sales
 - Past EDC Retail Specialist, City of Junction City
 - Personally recruited John Q. Hammons for development of the Courtyard by Marriott
 - High involvement in bringing Cracker Barrel, Coach's, Papa Murphy's, CATO, Staples, Bank of America.
 - Experience in Commercial and Residential Real Estate including new construction
- **Jodie Wilkey Supervising Broker Full time Licensed REALTOR®/Broker**
 - Experience in land and lot sales
 - Top listing agent in Junction City MLS
 - Experience in Commercial and Residential Real Estate including new construction
 - Secured site for Dollar General on Grant Avenue
 - Worked with Don Boyer to construct Reeves-Wiedeman Plumbing Supply on N. Perry St.
 - High involvement with ABC, Supply Company on Central Drive sale
 - Past listing agent for Wildwoods, Inc. and New Horizon Homes (builders)
- **Staci Schroeder Full time Licensed REALTOR® Sales Agent**
 - Past listing agent for Perfection Builders/Frontier Homes
 - Part of sale of the Quality Inn on Chestnut
 - Experience in Land/Lot sales
 - Experience in Commercial and Residential Real Estate including new construction
- **Angie Greenwood Full time Licensed REALTOR® Sales Agent**
 - Worked as listing agent for Canyon Creek Homes and Perfection Builders
 - Experience in Commercial and Residential Real Estate including new construction
 - Experience in Land/Lot sales
- **Janet Moore Full time Licensed REALTOR® Sales Agent**
 - Experience in New Construction sales
 - Experience in Land/Lot sales
 - Experience in Commercial and Residential Real Estate including new construction
- **Carla Beavers Full time Licensed REALTOR® Sales Agent**
 - Experience in Residential sales in Junction City and Manhattan

- Experience in New Construction sales
- **Sally Tran** **Full time Licensed REALTOR® Sales Agent**
 - Experience in Commercial and Residential sales and leasing
 - Experience in New Construction Sales
- **Bryan Mehl** **Part time Licensed REALTOR® Sales Agent**
 - Experience in residential sales
 - Rental Owner/Investor
- **Theresa Curtis** **Full time Licensed REALTOR® Sales Agent**
 - Exclusive listing agent for New Horizon Homes Builders
 - Experience in New Construction sales in Manhattan and Junction City

Why should Mathis Lueker Real Estate be the chosen company to list the Land Bank lots?

- Mathis Lueker REALTORS are trusted and respected locally and across the region with physical offices in both Junction City and Manhattan.
- 9/10 of our agents are full time REALTORS. This is our profession, not a part time hobby.
- Our company closed more transactions than any other company in 2017. (TGAR/MAR MLS areas, SOLD, Commercial, Residential, Multifamily, Farm, Land/Lots, Jan 1-Dec 31, 2017)
- We have extensive experience in working with builders & developers from across Kansas including R & R Developers, Perfection Builders, Wildwoods Inc., New Horizon Homes, Fort Development, First Management, Canyon Creek Builders, KMCC, Pierce Construction, and many more.
- Our company is well known to other local real estate companies for being cooperative, fair, and easy to work with. Our goal is to encourage EVERY REALTOR in Junction City to join the "community team" by selling lots with us for the good of Junction City.
- Our comprehensive marketing strategy is effective with emphasis on diversification, including various forms of print media (newspapers, magazines, areas guides, billboards), internet, outside sales goals, email and letter campaigns, radio, and community outreach/involvement.
- In addition to traditional marketing strategy, Mathis Lueker Real Estate Brokers and Agents will personally reach out to builders and developers across the region.
- Mathislueker.com will feature a dedicated link with information on the Land Bank Lots for easy access for our builder/developer customers.
- Mathis Lueker Real Estate has been "Making you at home... in the community we love" since 2005. We would be honored to list and sell the land bank lots for the City. This will not be an overnight project; it will take persistence, stability, expertise, and cooperation. Mathis Lueker Real Estate is your perfect partner.

What will Mathis Lueker Real Estate charge to sell Land Bank Lots?

- \$1,500.00 per lot

SUPPLEMENTARY INFORMATION A

Welcome and More About Us

Welcome to Junction City, Fort Riley's Hometown; a vibrant and growing community located in the heart of the Flint Hills of Kansas.

Let the professionals at Mathis Lueker Real Estate and Property Management introduce you to your new community and all that the City has to offer, including nearby Milford Lake, award-winning Rolling Hills Golf Course, the top-notch school district, and our comfortable, affordable housing areas. Whether you are searching for a charming, historic home in an established neighborhood or a more recently built construction in one of the Junction City area's newest subdivisions, we are here to help you every step of the way. Get your wish list ready, and we will promise to find the perfect home for you and your family.

Mathis Lueker Real Estate is a family owned business. It was founded in December 2005 by Mary Beth Mathis Clark, her daughter Trisha Mathis Lueker and son-in-law Jeff Lueker. The partners have always centered their business philosophy on their Mission Statement: To cultivate a company that expands by virtue of excellence in customer service while promoting positive community growth and development.

All three Mathis Lueker Real Estate founding partners have a long local history. Beth and Trisha both attended K-12 in USD 475, while Jeff grew up and attended school in nearby Herington, Kansas.

Beth Mathis Clark, Founding Partner and Consultant, graduated from Kansas State University, at Manhattan, Kansas. She earned her Masters of Science Degree from Central Missouri State University in Warrensburg, Missouri. She taught school for a number of years before entering the new and challenging field of real estate. Her career has included, along with Residential and Commercial Sales, a longtime relationship with several major retailers to locate sites for them throughout the Midwest. Those retailers include Wal-Mart, Office Depot, Alco, Staples, Dillon's and Target, to mention a few.

Trish Lueker, Founding Partner and Broker/Owner, graduated from The University of Kansas in Lawrence in 1992, with a Bachelor's Degree in Organizational Communications. In 1989, while attending college, she obtained her real estate license. After college, Trish worked as an Account Manager at Apartment Search, a Kansas City Company specializing in leasing corporate space and residential properties. Soon thereafter, Trish obtained her Kansas Real Estate Broker's License and entered the Junction City Real Estate market full time as a Broker Associate. Since then, she has enjoyed working in all types of Real Estate, to include residential, new construction, commercial, land/lots and multifamily unit sales. Some of her accomplishments include brokering the multi-million dollar sales of the AA Self Storage, the Coors Distributorship, the Sutter Woods Residential Development, and the land lease/sale of Rush Creek Marina. Most recently, Trish has turned her focus to building the Mathis Lueker Rentals division into the top customer service driven Property Management firm in the area.

Jeff Lueker, founding Partner and Broker/Owner, graduated from Kansas State University, Manhattan, Kansas, with a degree in Business Administration. After graduation, he became Regional Manager of a six state area for Phoenix Hudson Health Care Corporation in Kansas City. Under his direction this company grew from a small mom and pop business to a leader in the health care staffing industry. Jeff left Phoenix Hudson for a position with the Junction City/Geary County Economic Development Commission. Jeff's primary responsibility included recruiting new businesses to the Junction City area. Several notable accomplishments in which he played a large role were recruitment of the John Q. Hammons Hotel and Convention Center, Bank of America, Cracker Barrel, Papa Murphy's Pizza, Coach's Bar and Grill, Staples Office Supply store and CATO's clothing store. A major downtown redevelopment project including new store fronts and streetscape project were also completed under his watch. With his experience in Economic Development Jeff earned his Brokers License and now specializes in Commercial Real Estate and Management.

Mathis Lueker Realtors strive to help Buyers and Sellers achieve their property buying, selling, and property management goals through outstanding customer service, attention to detail, deep experience and professionalism. Our Brokers and Sales Associates provide an unmatched experience to our customers and work diligently to bring every transaction to a smooth and successful close.

Mathis Lueker Real Estate. Making you at home...in the community we love.

SUPPLEMENTARY INFORMATION B

Ranking Report

Report By: Office

Sort By: Transactions, Volume Display Top: 100 Sold Counts Include: Both Listing and Selling Office

Property Types: Commercial Sale, Multi Family, Farm, Land, Residential Transaction Type: Sale Areas: Manhattan Area, Tall Grass Association Status: Sold (1/1/2017 to 12/31/2017)

Transactions as of 05/17/18 at 5:09pm

Page 1

Rank	MLS ID	Name	Transactions			Volume	Average	% Total
			Listed	Sold	Total			
1	414000705	Mathis Lueker Real Estate	69	79	148	\$21,139,701	\$142,836	10.91
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Other Offices *			0	0	0	\$0	\$0	0.00
Total Offices *			678	678	1356	\$188,019,964	\$138,658	100.00

* An agent who is both the listing agent and selling agent is granted 200% credit.
 Equal Opportunity Housing * All information deemed reliable, but not guaranteed.
 All information herein has not been verified and is not guaranteed

SUPPLEMENTARY INFORMATION C

Marketing Strategy

Our Mathis Lueker Real Estate comprehensive marketing plan includes but is not limited to the following:

Our main website is mathislueker.com. It is organically ranked very high with google, msn, yahoo, and other search engines. In addition to this, we have an ad program which allows us to be listed very high on the sponsored ad rankings. This site is hosted by homes.com, is frequently optimized, and links to many other sites including [frontdoor](http://frontdoor.com), [hotpads](http://hotpads.com), [oodle](http://oodle.com), [vast](http://vast.com), and [trulia](http://trulia.com) to name a few. This site contains an easy to find, home page tab which links to our rentals website, jksrentals.com.

Extensive advertisement with the top real estate websites including Zillow.com, trulia.com, REALTOR.com, and homegain.com.

Visual Tours enable us to produce a high quality, professional virtual tour to export out to many media sites. Professional photos are stitched together to create a 360° or 180° panorama and digitally enhanced to ensure your listing is presented to buyers in its very best light.

Custom, rich navigation options along with floor plans, thumbnail images and branding ensures your virtual tour delivers a distinct and seamless experience to your end users.

Excellent relationship with the Off Post Housing officials, who often refer military members directly to our listings. We have our marketing poster displayed prominently in the Off Post Housing office.

Professional, readable signage in front of our listings so that customers can locate us by address, phone number and web address. Many of our signs include our mathislueker.com QR code, so that people can easily access interior photos of our listings from their smart phone.

Daily Union print newspaper runs a classified ad for us in nearly every edition along with occasional display ads.

Manhattan Mercury print newspaper. Weekly ads of various sizes.

Fort Riley Post is a popular print newspaper in which we consistently place ads...it is available free to consumers at various locations on post and around town.

Fort Riley Area Guide is a comprehensive guide to our area which is sent in a welcome packet to all incoming Fort Riley soldiers. Internet listing on My Base Guide, which is an app that is the online equivalent of the print guide.

Community maps endorsed by Fort Riley. These community maps are available at the local Convention and Visitors Bureau, Economic Development Office, City Offices, and are widely distributed all over town.

Dazzle is a quarterly magazine focused on women's interests, and we run a ¼ page color ad from time to time in that publication.

Junction City Living is a lifestyle magazine featuring local news and human interest stories along with stunning professional photographs of our area. We have had a consistent presence therein.

Chamber of Commerce "Business Link" publication is a glossy magazine in which we often run a color ¼ page ad.

Social media: We have two very active Facebook pages one for sales and one for rentals, and a Mathis Lueker Twitter account. In addition, agents have their own Business Facebook pages to help promote the main account.

Great Life Golf Course score card ads. (5000 units)

USPS and email campaigns.

AUSA: Association of the United States Army Preferred Corporate Partners. AUSA is a private, non-profit educational organization that supports America's Army - Regular Army, National Guard, Reserve, Retired Soldiers, Government Civilians, Wounded Warriors, Veterans, concerned citizens and family members.

MLS members. Multiple listing service membership allows us to share listing information and offers of cooperation to other Real Estate professionals. This grants your listing great exposure and encourages showings to get your home sold as time effectively as possible.

Member National Association of Realtors and Kansas Association of Realtors. Realtors are different from Real Estate agents. **Real estate agent:** Anyone who earns a real estate license can be called a real estate agent, whether that license is as a **sales professional**, an **associate broker** or a **broker**. State requirements vary, but in all states you must take a minimum number of classes and pass a test to earn your license.

REALTOR®: A real estate agent who is a member of the National Association of REALTORS®, which means that he or she must uphold the standards of the association and its code of ethics.

Member of both Junction City Board of Realtors® and the Manhattan Association of Realtors® (soon to be Flint Hills Association of Realtors®) which is a combination of 9 surrounding counties. Mathis Lueker Realtors are active members of the local board of Realtors. Many of our Realtors hold or have held positions with the local board including President, Past President, Vice President, Board of Directors, along with many committee positions. This helps our staff stay informed of the latest developments and trends on local to National level.

We are strong believers in being active in the community, not only to contribute to enriching the local quality of life, but secondarily to raise our company's visibility. We market our brand through a wide variety of avenues:

Brigade Baseball Team Sponsor

USD 475 school district supporters...numerous yearly donations resulting in program and calendar ads, T-shirts with our logo, gym/field banners.

JC Arts Council supporters

Community Theatre and CL Hoover Opera House sponsors

Friends of Animals supporters

Longtime Chamber of Commerce members

Geary Community Hospital supporters, including large sponsorships of Boot Chaps & Cowboy Hats and the Glitz (annual fundraisers)

Old Trooper Lady Members

Members of many other various clubs, boards and service organizations

We enjoy strong relationships in the real estate community with other real estate offices and our affiliates (banks, title companies). Maintaining these friendly bonds, means our customers have the whole community working together towards the end goal of a rewarding transaction.

Our very best marketing asset is our team of professionals which consists of our full time office manager who is the friendly first point of contact for customers, 9 full time/1 part time Real Estate Sales Professionals, including an experienced, on site Supervising Broker and two Broker/Owner/Managers in the office every day to provide additional support. The goal of our team is simply to provide effective, friendly, attentive, and ethical service...resulting in a smooth transaction and the customer's complete satisfaction.

SUPPLEMENTARY INFORMATION D

License Activation 2018

REALTOR NAME	YEAR LICENSED	YEARS OF EXPERIENCE
Trisha Lueker	1989	29 years
Angie Greenwood	1989	29 years
Jeff Lueker	2000	18 years
Jodie Wilkey	2004	14 years
Staci Schroeder	2004	14 years
Janet Moore	2007	11 years
Carla Beavers	2015	3 years
Sally Tran	2016	2 years
Theresa Curtis	2017	1 year
Bryan Mehl	2017	1 year

Re/max Signature Properties

Settles, Shawna

From: PATTY MAYCROFT <pmaycroft@embarqmail.com>
Sent: Friday, May 18, 2018 12:34 PM
To: Settles, Shawna
Subject: Land Bank Lots Proposal
Attachments: scan.pdf

Hi Shawna - Please see the attached Proposal from my office to serve as the Listing office for the Land Bank Lots.

Please respond that you have received this so that I know we have met the deadline.

Thank you

Patty Maycroft Broker/Owner

RE/MAX Signature Properties

135 S. Washington Street

Junction City, KS 66441

Cell (785) 375-5200

Office (785) 579-5300

FAX (785) 579-5959

AREA INFORMATION www.junctioncitychamber.org SCHOOL INFORMATION www.usd475.org PROPERTY SEARCH
www.junctioncityproperties.com

May 17, 2018

RE/MAX Signature Properties
135 S. Washington St.
Junction City, KS 66441

The City of Junction City
Land Bank Board of Trustees

RE/MAX Signature Properties is located in Junction City at 135 S. Washington Street. RE/MAX is currently ranked #1 in the World. Our office is staffed with a team of highly aggressive and experienced agents who strive for continued growth and development in our community. We employ the team motto in our office and make it a priority to help residents and new comers either sell or buy properties.

RE/MAX Signature Properties would take a team approach to selling the lots held in the Land Bank. Being a member of a world-wide real estate brokerage offers us advantages that other offices may not have, such as our listings are advertised world-wide and not just locally. The land bank lots would be advertised on not only our local office website but also the websites of all our agents. It would also appear on every RE/MAX site nation-wide in a search of properties in the Junction City area!

We would also be advertising the land lots on Social Media Platforms of not only our office but of our agent's sites as well including but not limited to Facebook, Twitter, YouTube & Instagram. Every property we place on our local Multiple Listing Service (MLS) feeds into websites such as: Realtor.com, Zillow, Homes.com, etc..

The Land Bank Board of Trustees will receive monthly reports showing the activity stats of the lots from social media platforms and the websites. These stats will include every time the lots have come up in a search along with how many times buyers clicked on them. It will also show how many agents were looking at the listings as well as how many times it was emailed to a prospective buyer.

RE/MAX Signature Properties and their agents have signs with QR codes that can be placed on the property. These signs allow buyers who are driving around to get immediate information on lots they see. We are immediately notified when buyers utilize this method and can make contact quickly. Appropriate signage would be put up in the Sub-Divisions.

We believe it is very important for us to meet with and discuss the lots with builders not only in the area but also in the outlying areas. We would be contacting and making presentations to entities such as Flint Hills area Builders, Kansas Association of Builders, Topeka Home Builders Association, Lawrence Builders Association Etc. This would help promote the positive growth and expansion of Junction City.

RE/MAX Signature Properties would facilitate all aspects of the sale. We would advertise the lots, present all offers to the Secretary of the Land Bank and do the proper paperwork and forms needed to close the sale. RE/MAX Signature Properties would charge \$1000 commission per each lot sold. Commission would only be paid if a sale closes. RE/MAX Signature Properties would keep \$500 of the commission as the listing office and \$500 would go to the selling office. Any office would be eligible to bring a buyer and we would handle and work with that office to be able to present the Land Bank Board of Trustees with an offer.

Please let me know if you have any questions at all.

Thank you for your time and consideration.



Patty Maycroft
Broker/Owner
RE/MAX Signature Properties

Coldwell Banker

Settles, Shawna

From: Lance Custer <lance.custer@coldwellbanker.com>
Sent: Friday, May 18, 2018 3:09 PM
To: Settles, Shawna
Cc: lance.custer@coldwellbanker.com; michelle.custer@coldwellbanker.com
Subject: Residential lots proposal
Attachments: Coldwell Banker.pdf

Dear Shawna,

Please find attached a proposal to market the city's residential lots. Could you please confirm that you received this email? Thank you in advance. Lance Custer





**MOWRY CUSTER,
REALTORS®**

522 N. EISENHOWER DR.
JUNCTION CITY, KS 66441
BUS. (785) 762-4663

May 18, 2018

To Whom It May Concern:

Coldwell Banker Mowry Custer, Realtors currently maintains a primary office at 522 N. Eisenhower Dr. and has owned this building since it was built in 2007. Our company is the longest successfully operating real estate franchise in Junction City. Our Coldwell Banker roots in Junction City reach back to 1983. Our sole and total focus is on residential real estate. According to our local MLS data, our company has historically been the number one company in residential property sales in Geary County for the last 3 years, 5 years, 10 years and 15 years. In fact, over the last 17 years, our company sold 2740 homes compared to the number 2 company which sold 1724. We have represented more than 10 builders in the area since 2006 and have listed more than 70 newly constructed homes during the same time period. Consequently, we still maintain contact with several of these builders who are currently constructing homes in other cities in Kansas. The supervising broker, Lance Custer, volunteered as an advisor to the Land Bank Committee after its inception in 2015, and is aware of the challenges and is very familiar with the current subdivisions and the available lots.

As a highly successful local real estate firm, we would like to share our proposed plan for marketing the lots.

Marketing Plan

Advertise on our local company website as well as our national brand website

Create a website which uniquely advertises only the lots for sale www.junctioncityhomesitesforsale.com

Attend home builder functions to attract builders to the area

Provide professional photography of the lots

Provide a professional overhead drone video of the subdivisions and lots

Provide a plat map of each subdivision

Create and assemble marketing packets to distribute to potential builders and individual owners

*to include plat maps, regional information, demographics and building code information

Market the lots to other real estate agents in the state of Kansas through direct mail

Create targeted social media advertising for Facebook and Instagram locally and across the region

Regional advertising in the soon to be named Flint Hills Multiple Listing Service (currently the MAR)

*includes a 9 county area comprised of Geary, Dickinson, Riley, Wabaunsee, Pottawatomie +4 more



**MOWRY CUSTER,
REALTORS®**

522 N. EISENHOWER DR.
JUNCTION CITY, KS 66441
BUS. (785) 762-4663

Fee Schedule

As a result of our marketing efforts, Coldwell Banker Mowry Custer, Realtors would be paid a fee of \$1000 for each lot sold. From this \$1000 brokerage fee we would offer \$500 to the selling real estate company. Because of the very low demand for lots and the significant lack of building permits in the past 4 years, our company would request an initial allowance of up to \$3500 from the City of Junction City for the hiring of a professional photography, drone photography, information packets and a website. Written approval for each expenditure along with an exact cost would be requested from Junction City prior to incurring the cost. Junction City would be able to retain the rights to the domain name after the expiration of the listing agreement and would retain possession of the photography and videography.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Lance Custer".

Lance Custer
Broker/Owner

Backup material for agenda item:

- c. Consider the offer from Beate L. & Darren A. Stephens to purchase Lot 31, Block 1, of Sutter Highlands Subdivision in the amount of \$3,000 with all special assessments waived.

City of Junction City

Land Bank

Agenda Memo

05-30-2018

From: Allen J. Dinkel, City Manager

To: Land Bank Board

Subject: Land Bank Offer

Objective: Consider offer to purchase a Land Bank lot.

Explanation of Issue: An offer to purchase a Land Bank Lot in Sutter Highlands has been received. Beate and Darren Stephens are offering to purchase Lot 31, Block 1, Sutter Highlands Subdivision (this is located on Sutter Woods Road and is adjacent to the Southwest of 2022 Sutter Woods between Killdeer Road and Tanager Drive.) They are offering \$3,000 for the lot and request that there be no special assessments attached to the property. The prospective buyers own the adjacent lot which is one-half of a town home.

Background: This is a Land Bank owned lot. The offer is below the \$5,000 per lot that has been discussed.

Options:

1. Accept the offer
2. Reject the Offer
3. Make a counter-offer.

Staff Recommendation: Ultimately the Land Bank Board must decide at what price they wish to sell the lots. Of course I would advise about setting of precedent. However selling the lot does mean one less Land Bank lot.

Attachments: Sale Contract.



VACANT LAND REAL ESTATE SALE CONTRACT

1 THIS CONTRACT is made between:

2
3 SELLER: JUNCTION CITY LAND BANK (State marital status)

4
5 BUYER: BEATE L. STEPHENS, DARREN A STEPHENS

6
7 BUYER TAKING TITLE AS: ☒ JTWROS OR ☐ Tenants in Common

8
9 1. PROPERTY: BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements (the
10 "Property") commonly known as:

11 0000 Sutter Woods Rd Junction City KS GEARY COUNTY
12 Street Address (if available) City State Zip County

13
14 LEGAL DESCRIPTION: (As described in the Legal Description Addendum or as described below)

15 LOT THIRTY-ONE (31), BLK ONE (1), SUTTER HIGHLANDS SUB, JUNCTION CITY,
16 GEARY COUNTY, KS

17
18 (Subject to easements, rights of way and restrictions of record)

19
20 There are no leasehold interests or tenant's rights in the subject property except as follows:

21
22
23 ZONING: Buyer takes the property subject to the current zoning classification.

24
25 2. PURCHASE PRICE: The purchase price for the property is \$ 3,000.00
26 which BUYER agrees to pay as follows:

27 a. Earnest Money in the form of: (check one)

28 ☒ Personal check OR ☐ Other _____
29 in the amount of \$ 500.00

30 Deposited with:

31 ☐ _____ Listing Broker

32 ☒ HEARTLAND TITLE Escrow/Closing Agent

33 ☐ If no earnest money deposit or if earnest money deposit is paid directly to SELLER or Listing Broker,
34 escrow/closing agent shall be _____

35
36
37 b. Total amount financed by BUYER \$ _____

38
39 c. Balance of purchase price to be paid on or before closing \$ 2,500.00

40
41 3. CLOSING AND POSSESSION: By June 21, 2018 ("Closing Date") SELLER shall execute and deliver
42 into escrow with the escrow/closing agent a general warranty deed or special warranty deed, if applicable, and all
43 other documents and funds necessary to satisfy SELLER'S obligations under this Contract. By the closing date,
44 BUYER shall execute and deliver to the escrow/closing agent all documents (including any documents required by
45 BUYER'S lender) and funds (including loan proceeds) necessary to satisfy BUYER'S obligations under this Contract.
46 SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM
47 OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have
48 been executed and delivered to the escrow/closing agent, the closing shall be completed. SELLER shall deliver
49 possession of the Property to BUYER on June 21, 2018 at 5 P. M., (if left blank, the Closing
50 Date at 5:00 P.M.) BUYER shall not place personal property on the property prior to completion of the Closing.

51
52 4. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached and are a part of
53 this Contract (Check Applicable):

54
55 ☐ Contingency for Sale and/or Closing Addendum ☐ Other: _____

56 ☐ Seller's Land Disclosure and Condition Addendum ☐ Other: _____

57
58 5. CASH SALE: ☒ Check if Cash Sale. BUYER shall provide written verification of sufficient funds available to
59 close within 5 days (5 days if left blank) of the effective date of the contract. Buyer may, within _____ days of the
60 effective date of the contract, at BUYER'S expense, obtain an appraisal of the Property by an independent licensed
61 appraiser.

62

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63 **6. FINANCING TERMS. NEW MORTGAGE:** This contract is contingent upon Buyer being approved for a mortgage
64 loan on the subject property in an amount of up to \$_____ from _____ at an interest rate of
65 not more than _____ % per annum, for a term of _____ years. If Buyer is disapproved for said loan then this
66 contract shall be null and void and the earnest money shall be returned to Buyer, subject to the provisions of this
67 contract. Approval/disapproval of financing shall be in writing from Buyer's lender, and Buyer shall make application
68 for said financing within five (5) days of the Effective Date of this contract, immediately pay all application fees
69 required by the lender and promptly submit any documentation or information requested or required by the lender.

70
71 **7. APPRAISED VALUE CONTINGENCY:** If the final appraised value of the Property, as determined by BUYER'S
72 appraiser, is not equal to or greater than the purchase price, BUYER may cancel this Contract by written notice to
73 SELLER, which notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of
74 BUYER'S notice of intent to cancel SELLER does not agree in writing to reduce the purchase price to an amount
75 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and SELLER fail
76 to agree in writing on an acceptable sale price, this Contract shall be canceled and BUYER'S earnest money and any
77 additional deposits shall be returned to BUYER subject to the provisions of Paragraph 9 of this Contract.

78
79 **8. MAINTENANCE:** Until possession or closing, whichever occurs earlier, SELLER shall: maintain the Property in its
80 present condition, remove all possessions, trash, debris and perform ordinary and necessary maintenance to the
81 property.

82
83 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS:** Any Earnest Money or Additional Deposits shall be
84 deposited within five (5) business days of the Effective Date, in an escrow account maintained by Listing Broker or
85 Escrow Agent. BUYER and SELLER agree that the Listing Broker or Escrow Agent may retain any interest earned on
86 escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant to
87 a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and
88 neither party shall have any further rights or obligations under this Contract, except as otherwise stated. **Provided,**
89 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and**
90 **Additional Deposits, the parties understand that neither the Listing Broker nor the Escrow Agent can**
91 **distribute the Earnest Money and Additional Deposits without the written consent of all parties.** If BUYER and
92 SELLER can't agree upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing
93 Broker or Escrow Agent may commence an inter-pleader action. BUYER and SELLER agree that Listing Broker or
94 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader proceeding
95 including, without limitation, reasonable attorneys' fees and expenses. In the absence of a dispute or written consent
96 to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within
97 7 days of receipt or failure to make written demand for return or forfeiture of the Earnest Money and Additional
98 Deposits within thirty (30) days of notice of cancellation of this Contract shall constitute consent to distribution of the
99 Earnest Money and Additional Deposits as suggested in such certified letter.

100
101 **10. SURVEY:** BUYER may, at BUYER'S expense, obtain a legal survey of the property from an engineer/surveyor
102 licensed in the State of Kansas before the closing date to assure that there are no defects, encroachments, overlaps,
103 boundary line or acreage disputes, or other matters, that would be disclosed by a survey. Prior to the closing date,
104 BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the property or any
105 building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. If SELLER
106 does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title
107 SELLER is able to convey without adjustment in the purchase price, or (b) canceling this Contract.

108
109 **11. EVIDENCE OF TITLE:** Prior to the Closing Date, SELLER, at SELLER'S expense, agrees to deliver to BUYER a
110 title insurance commitment from a company authorized to insure titles in Kansas. The title commitment shall commit to
111 insure a marketable fee simple title to BUYER. However, title to the Property shall be subject to the conditions in this
112 Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements,
113 special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted
114 Exceptions"). If BUYER notifies SELLER in writing of any objections to title, SELLER shall then make a good faith effort
115 to remedy the defects in title. If SELLER does not remedy the title defects before the closing date, BUYER may elect to
116 waive the objections, extend the closing date a reasonable time for SELLER to remedy the defects or cancel this
117 contract.

118
119 **12. TAX PRORATION, REASSESSMENT AND CLASSIFICATION:** The parties agree that all of the
120 following which become due and accrue during the calendar year in which SELLER'S warranty deed is
121 delivered shall be prorated between the parties as of the Closing Date and, for all years thereafter, all of
122 the following, to the extent permitted by applicable law, shall be assumed and paid by BUYER, interest on

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existing loans to be assumed by BUYER, all general/state/county/school and municipal real estate taxes, homes association dues and fees, special assessments and any other Contractual obligations of SELLER to be assumed by BUYER. If the amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. However, if the preceding year's taxes were based on a lesser improved property, taxes will be computed and prorated based on the preceding year's mill levy at the current assessed value, if ascertainable. The parties agree that if the Property has been re-appraised or reclassified within the preceding year and the taxes based on the new value are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the Closing Date. BUYER understands that the amount of taxes on the Property may change as a result of reassessment or classification, and the parties agree that neither SELLER nor the Broker shall be responsible for any adjustment or payment of the taxes to either SELLER or BUYER as a result of reassessment or classification.

13. SPECIAL ASSESSMENTS: In accordance with Kansas law, BUYER hereby acknowledges that, if applicable, SELLER has disclosed to BUYER that the subject property is located in an improvement district created pursuant to Kansas law and is or may be subject to a special assessment or fee pursuant to Kansas law. Furthermore, SELLER has disclosed to BUYER the amount of any applicable special assessment or fee or, if the amount of such special assessment or fee is unknown to SELLER, has given to BUYER a good faith estimation of such special assessment or fee. **(Check one):**

- ☒ THE SELLER DISCLOSES the estimated annual special assessment tax is \$1,727.66 .
☐ THE SELLER DISCLOSES the actual annual special assessment tax is _____ .

14. THIRD PARTY INTEREST. SELLER and BUYER acknowledge that Broker may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to, lender, title insurance company, escrow agent, Closing Agent, and inspectors. **SELLER and BUYER agree that Broker shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by SELLER, BUYER, or Broker.**

15. NOTICES. Any notice or other communication required may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party.

16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS. This Contract and all attachments, amendments and addenda constitute the complete agreement of the parties, supersede all previous agreements, and may be modified or assigned only by written agreement.

17. DEFAULTS AND REMEDIES. SELLER or BUYER is in default if either fails to comply with any material covenant, agreement or obligation within any time limits required. Following a default by either SELLER or BUYER, the other party shall have the following remedies, subject to the provisions of Paragraph 12:

- a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Paragraph 12.
- b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy and not as a penalty or pursue any other remedy and damages available at law or in equity.

If as a result of a default under this Contract, either SELLER or BUYER employs an attorney, the defaulting party shall, unless prohibited by law, reimburse the non defaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the non defaulting party in connection with the default.

18. SEXUAL PREDATOR NOTICE. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.

182 **19. RADON.** Every buyer of residential real property is notified that the property may present exposure to
183 dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-
184 induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-
185 smokers and the second leading cause overall. Kansas law requires sellers to disclose any information
186 known to the seller that shows elevated concentrations of radon gas in residential real property. The
187 Kansas department of health and environment recommends all home-buyers have an indoor radon test
188 performed prior to purchasing or taking occupancy of residential real property. All testing for radon should
189 be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced
190 by a radon mitigation technician. For additional information go to www.kansasradonprogram.org.

191
192 **20. DISCLAIMER.** BUYER acknowledges property is being sold without warranties and guarantees of any kind by
193 SELLER or any broker or agent concerning the condition or value of the property. There are no representations or
194 warranties concerning the condition or value of the property made by SELLER or Broker on which BUYER is relying
195 except as may be fully set forth in writing and signed by them.

196
197 **21. INSPECTIONS.** BUYER may, at BUYER'S expense, verify the existing zoning is appropriate for BUYER'S use,
198 conduct environmental or other inspections within _____ days (14 if left blank), the inspection period, of the effective
199 date of this contract. If BUYER'S inspections reveal unacceptable conditions, BUYER may cancel this contract and all
200 earnest money shall be returned to BUYER. Or, BUYER and SELLER may negotiate an acceptable resolution of said
201 conditions. If negotiations are not completed successfully within _____ days (5 if left blank) after SELLER'S receipt of
202 BUYER'S offer to renegotiate, either may cancel this contract with written notice to the other. If BUYER fails to
203 conduct inspections and provide a written report from a qualified third party inspector within the inspection period,
204 BUYER shall have waived any rights provided by this inspection clause.

205 SELLER and BUYER jointly and severally agree to indemnify and hold the listing and selling brokers harmless
206 any and all claims, actions, damages, liability and expense including, but not limited to, attorneys and professional
207 fees incurred in connection with any preventative, remedial or other clean-up action necessary to comply with all
208 applicable federal, state, and local environmental laws, rules, regulations or ordinances. SELLER warrants that to the
209 best of SELLER'S knowledge and belief after due inquiry, the property complies with and SELLER is not in violation of
210 and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

211 Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein,
212 BUYER agrees to purchase the property in its present condition only, without representations, warranties or guaranties
213 of any kind by SELLER or any real estate licensee concerning the condition or value of the property. BUYER
214 understands it has been suggested that inspections be performed, that it is important for BUYER to independently
215 investigate conditions at the property and that neither the SELLER nor real estate licensees involved, are experts at
216 detecting or advising on conditions existing at the property. Any express warranty or representation by SELLER or the
217 real estate licensees is specifically set out herein:

218
219
220
221 **22. AGENCY DISCLOSURE.** SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THE REAL ESTATE
222 **BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE BROKERAGE**
223 **RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION**
224 **BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE**
225 **OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

226
227 **SELLER AND BUYER CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:**

228
229 **A. Licensee assisting SELLER is functioning as:**
230 ☐ SELLER'S Agent
231 ☐ Designated SELLER'S Agent (**Supervising Broker acts as a Transaction Broker**)
232 ☐ Transaction Broker and SELLER agree, if applicable, to sign a Transaction Broker
233 Agreement. SELLER is not being represented.
234 ☐ BUYER'S Agent and SELLER is not being represented
235 ☐ Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker.**) SELLER is not
236 being represented.
237 ☐ Subagent

238
239 **B. Licensee assisting BUYER is functioning as:**
240 ☐ BUYERS'S Agent
241 ☐ Designated BUYERS'S Agent (**Supervising Broker acts as a Transaction Broker**)

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242 ☒ Transaction Broker and BUYER agree, if applicable, to sign a Transaction Broker
243 Agreement. Buyer is not being represented.
244 ☐ SELLER'S Agent and Buyer is not being represented
245 ☐ Designated SELLER'S Agent in BUYER Purchase of the Property
246 (Supervising Broker acts as a Transaction Broker.) BUYER is not being represented.
247 ☐ Subagent
248

249 **23. SOURCE OF COMPENSATION.** Brokerage fees, to include but not be limited to broker commissions and other
250 fees, shall be paid out of escrow at Closing by ☒ SELLER and, or, ☐ BUYER unless otherwise described in the
251 terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**
252 **understand and agree that Brokers may be compensated by more than one party in the transaction.**
253

254 **24. ADDITIONAL TERMS AND CONDITIONS.** _____

255 **SEE ATTACHED ADDENDUM 1.** _____

256
257
258 **25. EXPIRATION.** This offer shall expire on _____, at _____ o'clock ____ .m. (5:00 p.m. if
259 left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

261 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS**
262 **CONTRACT.**

263
264 **All parties agree that this transaction can be conducted by electronic means according to the Uniform**
265 **Electronic Transaction Act as adopted in Kansas.**
266

267
268 **SELLER** JUNCTION CITY LAND BANK **DATE** Beate Stephens 05-30-2018
269 **BUYER** BEATE L. STEPHENS **DATE**
270 Darren A Stephens 5-30-18
271 **SELLER** **DATE** **BUYER** DARREN A STEPHENS **DATE**

273 **CENTURY 21 GOLD TEAM REALTORS**
274 Name of Listing Brokerage (Please Print) Name of Selling Brokerage (Please Print)
275
276 **Aesuk Kim Portillo**
277 Name of Licensee Assisting Seller (Please Print) Name of Licensee Assisting Buyer (Please Print)
278
279 _____ / _____ **(785) 209-8246** / **(785) 762-6829**
280 Listing Licensee Phone # Fax # Selling Licensee Phone # Fax #
281
282 **kportillo@goldteam-realtors.com**
283 Listing Licensee Email Address Selling Licensee Email Address
284 **KSSP00233095**
285 Listing Agent License # Selling Agent License #
286 **BR00231512**
287 Supervising Broker License # Supervising Broker License #
288

289 The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement.

FORM CERTIFICATION: (To be completed by Licensee preparing this form.)

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Legal Counsel for the Manhattan Association of REALTORS®, Inc. The undersigned Licensee further confirms that no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the Licensee's knowledge, no changes have been made to the approved form.

(CHECK ONE)

☐ Licensee Assisting Seller

☒ Licensee Assisting Buyer
Aesuk Kim Portillo

Approved by Legal Counsel of the Manhattan Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity of this form, or that it complies in every respect with the law or that its use is appropriate for all situations. Copyright October 2017.

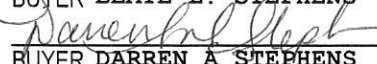
ADDENDUM 1

Addendum to contract dated May 30th, 2018 between:
JUNCTION CITY LAND BANK (Sellers) and
BEATE L. STEPHENS, DARREN A STEPHENS (Buyers) on property located
at 0000 Sutter Woods Rd, Junction City, KS

Buyer demands that any current and future special assessments be waived on lot as of the closing date.

The Seller is not being represented by any real estate company. Seller is representing themselves.

Seller shall pay Century 21 Gold Team Realtors a commissions of \$700.00 at closing.

<u>SELLER JUNCTION CITY LAND BANK</u>	<u>DATE</u>	<u></u>	<u>05-30-2018</u>
		BUYER BEATE L. STEPHENS	DATE
<u>SELLER</u>	<u>DATE</u>	<u></u>	<u>5-30-18</u>
		BUYER DARREN A STEPHENS	DATE

CENTURY 21 Gold Team - REALTORS®, 530 W 6th St Junction City, KS 66441
Phone: 785-762-2521 Fax: 785-762-6829 Aesuk Kim Portillo

BEATE L.

CITY OF JUNCTION CITY LAND BANK

NOTICE OF SALE

Notice is hereby given that the Board of Trustees of the Junction City Land Bank have conditionally accepted an offer to purchase the following lots:

Lot 31, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition Unit #1, and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas

with the sale of such lots to be on a date which is not sooner than 30 days after the date of publication of this notice.

/s/ Shawna Settles
Land Bank Secretary
June 5, 2018

RESOLUTION NO. 1-2018

A RESOLUTION APPROVING CONTRACT OF PURCHASE, DIRECTING NOTICE OF SALE AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING PROPERTY TO BEATE L. STEPHENS & DARREN A. STEPHENS.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE JUNCTION CITY LAND BANK, THAT:

1. The Contract of Purchase between the Junction City Land Bank and Beate L. Stephens & Darren A. Stephens in the form presented to the Board on this date is hereby approved.
2. The Secretary of the Land Bank is directed to publish a notice of sale in the form presented to the Board on this date.
3. Chairman of the Board of Trustees of the Junction City Land Bank is hereby authorized to sign, and the Secretary attest and deliver the Special Warranty Deed conveying Lot 31, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition Unit #1, and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas, to Beate L. Stephens & Darren A. Stephens.
4. The Chairman and other officials of the Junction City Land Bank are authorized and directed to execute and deliver such other documents and agreements as such officials deem necessary or appropriate to carry out the foregoing resolutions.

PASSED AND ADOPTED BY THE BOARD OF THE JUNCTION CITY LAND BANK THIS 5TH DAY OF JUNE, 2018.

Pat Landes, Chairman

ATTEST:

Shawna Settles, Secretary

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ___ day of July, 2018, by and between the Junction City Land Bank, an independent agency and instrumentality of the City of Junction City, Kansas, as Grantor, and Beate L. Stephens & Darren A. Stephens, 2022 Sutter Woods Road, Junction City, KS, as Grantee.

WITNESSETH, that Grantor, in consideration of the sum of Three Thousand and no/100 Dollars (\$3,000.00), the receipt of which is hereby acknowledged, does by these presents SELL AND CONVEY unto Grantee, and to its successors and assigns, with special warranty covenant, all of Grantor's interest in the following-described lot, tract, or parcel of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot 31, Block 1, Sutter Highlands Subdivision, a replat of
Falcon Meadows Addition Unit #1, and a final plat of an
adjacent tract in the City of Junction City, Geary County,
Kansas

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, for Grantor's heirs, executors or administrators, do hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except as set forth above, by, through, or under Grantor, and that Grantor will warrant and forever defend said interest unto Grantee and Grantee's successors and assigns against Grantor, and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this document the day and year first above written.

GRANTOR

JUNCTION CITY LAND BANK

By: _____
Pat Landes,
Chairman, Land Bank Board of Trustees

ATTEST:

Tammy Melton
Secretary, Land Bank Board of Trustees

STATE OF KANSAS)
) ss.
COUNTY OF GEARY)

On this ____ day of _____, 2018, before me, a Notary Public in and for said state, personally appeared Pat Landes, who stated that he is the Chairman of the Junction City Land Bank Board of Trustees, known to me to be the person who executed the within instrument on behalf of said Junction City Land Bank and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said
County and State

My Commission Expires:

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (“**Contract**”) is made and entered into as of this June 5, 2018, by and between LAND BANK OF THE CITY OF JUNCTION CITY, KANSAS (“**Land Bank**”) and BEATE L. STEPHENS & DARREN A. STEPHENS, 2022 Sutter Woods Road, Junction City, KS 66441 (“**Buyer**”).

WITNESSETH:

WHEREAS, Land Bank desires to sell to Buyer and Buyer desires to purchase from Land Bank that certain real property and the improvements situated thereon on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Land Bank and Buyer agree as follows:

1. PROPERTY. Subject to the terms and the provisions of this Contract, Land Bank agrees to sell to Buyer, and Buyer agrees to purchase from Land Bank the following described property (“**Property**”):

Lot 31, Block 1, Sutter Highlands Subdivision, a replat of Falcon Meadows Addition Unit #1, and a final plat of an adjacent tract in the City of Junction City, Geary County, Kansas

SUBJECT TO all provisions, conditions, easements, restrictions, rights-of-way, covenants, encumbrances, obligations, liabilities, and other matters of record, and to all zoning, building or other laws or ordinances, and to any matters which would be shown by an accurate survey or inspection of the property (“**Permitted Encumbrances**”).

2. PRICE. The purchase price is \$3,000.

- (a) The Buyer hereby tenders as a deposit payable to the Land Bank, the amount of \$300, representing the ten percent (10%) of the purchase price (“**Earnest Deposit**”).
- (b) The balance of said purchase price in the amount of \$2,700 shall be paid in certified or wired funds at Closing.

3. TITLE INSURANCE. Within twenty-one (21) days of the date of this Contract, Land Bank shall deliver to Buyer a title insurance commitment (the “**Commitment**”) from First American Title Insurance Company, issued through its agent, Junction City Abstract & Title Company (the “**Title Company**”) in which the Title Company will commit to issue to Buyer a standard ALTA owner’s policy of title insurance at the closing in the amount of the Purchase Price (the “**Owner’s Policy**”). Buyer shall have ten (10) days after delivery of the Commitment to examine it and to advise Land Bank in writing of any objections which Buyer may have to the state of title as shown therein. If Land Bank does not receive from Buyer a written notice setting forth any permitted objections within the ten-day period, then Buyer will be irrevocably deemed

to have accepted the state of title as shown on the Commitment. If Buyer makes a permitted objection, Land Bank shall have the option (but not an obligation) of correcting the objection. Land Bank shall have until the Closing Date (defined hereinafter) to correct the same. In the event Land Bank opts not to correct Buyer's objection(s) and Buyer does not waive any such objection(s), this Contract shall terminate, and neither party shall have any further obligations hereunder, and the Earnest Deposit shall be refunded to Buyer. After the closing the Title Company shall issue to Buyer the Owner's Policy in the amount of the Purchase Price.

4. SPECIAL ASSESSMENTS. There are no special assessments levied against this property.

5. INSPECTIONS AND INVESTIGATIONS. Buyer acknowledges that it has performed all inspections and made all investigations of matters relating to the Property, including but not limited to zoning, land use, tax and special assessment matters, that any information provided or made available or to be provided or made available to Buyer by Land Bank, or its agents, representatives, or others were provided or made available solely as a courtesy, and that the Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to purchase the Property. Buyer shall be solely responsible for arranging and paying for the extension of gas and electric utility mains to serve the Property.

6. AS IS. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY, MATTERS RELATING TO TAXES AND SPECIAL ASSESSMENTS, ZONING AND LAND USE MATTERS, AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, THE LOCATION, INTEGRITY AND LAWFUL PRESENCE OF ALL STRUCTURES AND IMPROVEMENTS, THE LOCATION AND CAPACITY OF ALL UTILITY SERVICES, THE EXISTENCE OF SOIL INSTABILITY, SOIL REPAIRS, AND ANY OTHER SOIL CONDITIONS, SUFFICIENCY OF UNDERSHORE AND DRAINAGE, THE EXISTENCE OF ANY FLOOD PLAINS OR FLOOD HAZARDS OR SIMILAR CONDITIONS, EVERY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE SUBJECT PROPERTY AND ITS ENVIRONMENTAL CONDITION, AND THAT BUYER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. BUYER ACKNOWLEDGES THAT LAND BANK HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

7. CLOSING. Closing of the sale ("Closing") will be July 10, 2018, or such earlier date as agreed to by Buyer and Land Bank ("Closing Date"). At Closing:

- (a) Land Bank shall deliver a Special Warranty Deed to Buyer, subject to the Permitted Encumbrances.
- (b) Buyer shall deliver the cash amount described in Section 2 above, delivered by cashier's check or wire transfer to Land Bank's bank pursuant to instructions given by Land Bank.
- (c) The parties shall jointly sign and deliver a closing statement.
- (d) Buyer shall pay for the premium for the Owner's Policy, recording the Deed, and recording any other documents related to Buyer's financing (if any) regarding the purchase of the Property, and any closing fee or other fees charged by the Title Company
- (e) Possession of the property shall be given to Buyer at Closing.

8. FAILURE TO CLOSE AND REMEDIES.

- (a) If the conditions to closing have been satisfied and Buyer has tendered the purchase price but Land Bank fails to deliver the deed to Buyer at Closing, Buyer's sole remedy shall be the return of the Earnest Deposit.
- (b) If Land Bank has tendered the deed but Buyer fails to deliver the balance of the purchase price to Land Bank at Closing, Land Bank's sole remedy shall be to retain the Earnest Deposit.

9. RELEASE. Subject to Section 8 hereof, Buyer, for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and agrees to hold harmless the Land Bank, the City of Junction City, Kansas, Geary County, Kansas, their respective boards, elected officials, officers and employees, from and against any and all claims that it may now or hereafter have against any of them for any cost, loss, liability, damage, expense, demand, claim, or cause of action arising or alleged to have arisen from or relating to any defect or condition, including environmental matters, affecting the Property or any portion thereof. The hold-harmless provisions of this section shall survive the Closing.

10. MISCELLANEOUS.

- (a) All terms, covenants, conditions and provisions herein contained, including all conditions of sale shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal representatives or other successors in interest, irrespective of how said interest was acquired.
- (b) This instrument contains the entire agreement between Land Bank and Buyer. All understandings, conversations and communications, oral or written, between the parties hereto, or on behalf of either of them, are merged into and superseded by this instrument and shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

BEATE L. STEPHENS

DARREN A. STEPHENS

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LAND BANK OF JUNCTION CITY, KANSAS

Pat Landes, Chairman
Land Bank Board of Trustees